

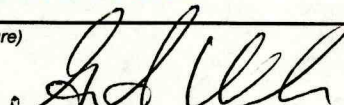
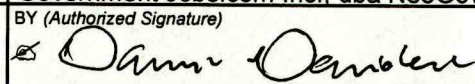
MASTER AGREEMENT AMENDMENT COVERSHEET

AGREEMENT NUMBER MA-200910	AMENDMENT NUMBER 3
	FEDERAL EMPLOYER ID NUMBER 33-0888748

1. This Amendment No. 3 to Master Agreement No. MA-200910 by and between **Government Jobs.com, Inc., dba NeoGov** ("Contractor") and the **Judicial Council of California, Administrative Office of the Courts** ("AOC") is made and entered into this **1st day of October, 2010** ("Effective Date") in the State of California.
 2009
2. All capitalized terms not defined in this Amendment have the meanings given to them in the Master Agreement referenced above.
3. The parties agree to amend the Master Agreement as follows:
 - a. Exhibit B, Pricing and Payment, Revision No. 2, is hereby deleted in its entirety and replaced with Exhibit B, Pricing and Payment- Revision No. 3, attached hereto and incorporated herein.

4. Except as provided herein, all terms and conditions of the original Master Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 3 has been entered into by the parties hereto, effective upon the Effective Date.

AOC'S SIGNATURE	CONTRACTOR'S SIGNATURE
Judicial Council of California, Administrative Office of the Courts	CONTRACTOR'S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)
BY (Authorized Signature) 	Government Jobs.com Inc., dba NeoGov
PRINTED NAME AND TITLE OF PERSON SIGNING Grant Walker Senior Manager, Business Services	BY (Authorized Signature) 
ADDRESS Attention: Grant Walker 455 Golden Gate Avenue, 7 th Floor San Francisco, CA 94102	PRINTED NAME AND TITLE OF PERSON SIGNING Damir Davidovic CEO
	ADDRESS Attention: Scott Letourneau 222 N. Sepulveda, Suite 2000 El Segundo, CA 90245

**EXHIBIT B – PRICING AND PAYMENT
REVISION NO. 3**

1. Pricing

The price schedule is set forth below:

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>	<u>Non-Recurring Cost</u>
1.0	Insight Enterprise Edition		
1.1	Annual License	See Below ¹	
1.2	Provisioning		\$1,500.00
1.3	Training		\$1,000.00

¹Insight Enterprise pricing model based on individual Purchasing Group member employee count.

Court Size (#of EE's*)	Annual License (Insight)
0 – 49	\$1,000
50 – 150	\$2,300
151-300	\$4,850
301-499	\$6,700
500-749	\$7,500
750-999	\$8,900
1000-1999	\$13,000

*EE'S = employee count which includes the annual total of full-time staff.

The prices schedules set forth above are valid for the initial term of this Master Agreement, as set forth in Exhibit C, paragraph 1 (Term). If the AOC elects to extend the term of this Master Agreement, pursuant to Exhibit C, paragraph 1 (Term), the AOC may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Master Agreement.

2. Payment Schedule

A. Non-Recurring Costs

- Non-recurring costs for implementation (Provisioning) and training are due and payable after successful delivery and acceptance of the Purchasing Group member's web pages by the Purchasing Group member pursuant to Exhibit C, paragraph 10 (Scope of Work; Acceptance).
- Contractor shall not begin Work without an official Work Order placed by the Purchasing Groups.

B. Software Subscription License (Insight Enterprise)

Software Subscription License (Insight Enterprise) fees are due and payable as set forth below:

- Initial License Fee (After delivery and acceptance) - One hundred percent of the annual license fee is due and payable after successful delivery and acceptance of Purchasing Group members' web pages by the applicable Purchasing Group member, pursuant to Exhibit C, paragraph 10 (Scope of Work; Acceptance).
 - Subsequent Annual License Fees – The annual license fee is due each year on the anniversary date of the initial license fee. Contractor will invoice the Purchasing Group member for the annual license fee (see Exhibit C, paragraph 11, Invoices, Payment and Setoff). In no event will the annual license fee increase for Purchasing Group members that have implemented service.
3. Payment will be provided to Contractor by the Purchasing Group member within 45 days of receipt of a correct invoice as described in Exhibit C, paragraph 11 (Invoices, Payment and Setoff).
4. Members of the Purchasing Group are exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any subcontractor employee's wages. Purchasing Group members will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Contractor must indicate if it collects State of California taxes on the products provided or the services rendered. All tax must be included as a separate line item on Contractor's invoice.
5. Travel Rate Guidelines: The Purchasing Group's policy and limits on reimbursable travel-related expenses are listed below.

Lodging – Receipts are required and each day of lodging claimed must be listed separately. Maximum rates are listed below.

- A. In-state - Actual costs are reimbursable up to a maximum of \$110 per day, plus tax and energy surcharge. Within the counties of Alameda, San Francisco, San Mateo, and Santa Clara, the maximum rate is \$140, plus tax and energy surcharge.
- B. Out-of-state – Actual costs are reimbursable with appropriate prior approval.
- C. Meals – Actual costs are reimbursable up to the limits stated below for continuous travel of more than 24 hours.
- Breakfast – Up to \$6.
 - Lunch – Up to \$10.
 - Dinner – Up to \$18.

For continuous travel of less than 24 hours, actual expenses up to the above limits may be reimbursable if:

1. Travel begins one hour before normal work hours – Breakfast may be claimed.
2. Travel ends one hour after normal work hours – Dinner may be claimed.

Lunch may not be claimed on trips of less than 24 hours.

Incidental Expenses – Up to \$6 per day. Incidentals are not reimbursable for one-day trips; they may only be claimed after 24 hours.

Transportation – The actual cost of tickets for air, rail, bus, rental car, or other forms of public transportation is reimbursable. The lowest cost ticket available must be purchased. Receipts are required for rental cars and air travel. For ticketless travel, the traveler's itinerary may be submitted in lieu of a receipt.

1. The actual costs of cab fare, public parking, and tolls are reimbursable. Receipts are required for all expenses of \$3.50 or more.
2. Mileage – Personal vehicle mileage is reimbursable at a rate of \$.55 per mile

END OF EXHIBIT B